

## *St. Louis City Ordinance 62550*

FLOOR SUBSTITUTE

BOARD BILL NO. [91] 399

INTRODUCED BY ALDERMAN NANCY WEBER , WILLIE WILLIAMS, SR.

An ordinance approving a Fair Share Agreement between the City of St. Louis and American Federation of State, County and Municipal Employees, AFL-CIO, Local 410; authorizing and directing the execution of such Agreement in substantially the form set out herein; with an emergency provision.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE: As authorized by City Ordinance 62234, the Director of Personnel is authorized and directed to execute, on behalf of the City, a Fair-Share Agreement with the American Federation of State, County and Municipal Employees, AFL-CIO, Local 410, in substantially the following form, which is hereby approved on behalf of the City:

### FAIR SHARE AGREEMENT

This Agreement is entered into between the City of St. Louis (the "Employer") and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 410 (the "Union") to implement the provisions of City Ordinance No. 62234 which authorizes the establishment of a Fair Share Agreement between the Employer and the Union as exclusive representative of certain units of employees.

SECTION 1. It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this or unit Agreements. Matters of inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed

and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

SECTION 2. The Employer and the Union agree that all employees in a bargaining unit for which the Union has been certified by the State or recognized by the City as the exclusive bargaining representative who are not members of the Union or who do not become members within thirty (30) days of the effective date of this Agreement shall pay a fair share fee to the Union. Any new employee hired into a bargaining unit represented by the Union who does not become a member of the Union within thirty (30) days of employment, and any employee who terminates membership in the Union and remains in the bargaining unit shall pay a fair share fee to the Union. Said fee shall be determined by the Union and agreed to by the Director of Personnel in accordance with Section 3 of this Agreement and City Ordinance No. 62234, provided, however, that the amount of said fees shall not exceed the amount of dues payable by members of the Union in the applicable bargaining unit.

SECTION 3. It shall be the sole responsibility of the Union to calculate the amount of the fair share fee that may be charged to non-union members employed within a bargaining unit. The Union shall establish procedures for the calculation of fair share fees which comply with applicable law, provided, that any asserted failure to comply with applicable law on the part of the union shall not be a basis for any refusal or failure by the Employer to deduct or transmit such fair share fees to the union unless such refusal is otherwise provided for in this Agreement. All fair share fees calculated by the Union shall be reviewed and agreed to by the Director of Personnel prior to implementation.

SECTION 4. Upon identification of the employees in a bargaining unit who are not members of the Union representing said unit, and completion of the notification process described in Section 5 of the Agreement, the Employer shall deduct from the earnings of said employees the amount of such employees' fair share fee as determined by the Union and agreed to by the Director of Personnel, and shall promptly remit such monies together with appropriate records to the designated Union official.

SECTION 5. The Union agrees that it shall issue a notice to all bargaining unit employees who are not members of the Union on an annual basis which shall provide the following information:

A. A statement of the amount of the fair share fee payable by bargaining unit employees who are not members of the Union (which fee may also be stated as a percentage of regular dues, at the option of the union);

B. A statement disclosing the method of calculating such fair share fee, including the financial information on which such calculation is based;

C. The procedures which must be followed by such employee if the employee wishes to challenge the union's calculation of the amount of the fee which is properly chargeable to such employee.

The notice required by this Section shall be provided to each non-member employed in a bargaining unit represented by the Union prior to the commencement of fair share fee deductions and at least once each calendar year thereafter. In addition to the annual distribution described above, the notice required by this Section shall be provided to each new employee and to each employee who has ceased membership in the Union, prior to the deduction of any fair share fees from the earnings of such employee. The Employer agrees to provide to the Union, within thirty (30) days after the effective date of this Agreement, a list containing the names and work addresses of each non-member employed within a unit represented by the Union. The Employer agrees to notify the Union of the name and work address of each new employee and of each employee who ceases membership in the union within thirty (30) days after such employee begins employment or ceases membership.

SECTION 6. In the event any employee challenges the Union's right to, or calculation of the fair share fee payable by such employee, such challenge shall be heard by the Civil Service Commission, which shall promptly hold a hearing and decide the matter. No fair share fee shall be withheld from the salary of an employee until the Civil Service Commission rules on that employee's challenge to the withholding of or the amount of such fee. Upon the conclusion of such a challenge, all fees determined to be payable by the Civil Service Commission and not previously paid as a result of such challenge shall become immediately due and payable.

SECTION 7. The Union agrees to indemnify and hold the Employer harmless against any liability which may arise by reason of any action taken by the Employer in complying with the provisions of this Agreement provided that:

A. The Employer gives the union notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Section; and

B. If the Union so requests in writing and the Employer agrees, the Employer will relinquish to it full responsibility for the defense of such claim, demand,

suit or other form of liability and will cooperate with the Union in gathering evidence, securing witnesses and all other aspects of said defense. It is expressly understood that the provisions of this Section will not apply to any claim, suit or other form of liability which may rise as a result of any type of willful misconduct by the Employer or the Employer's improper execution of the obligations imposed upon it by this Article.

SECTION 8. All employees covered by this Agreement shall have the right to file an objection about the withholding of fair share fees with the Civil Service Commission.

SECTION 9. The union agrees to represent both union and non-union employees in all applicable bargaining units without regard to race, creed, national origin, religion, sex, marital status, age, handicap, or organization membership or affiliation.

SECTION 10. In the event that any section of this Agreement shall be declared illegal or unenforceable, all other sections of the Agreement shall remain in full force and effect.

SECTION 11. This Agreement shall become effective upon its execution by the parties hereto and its approval by the Board of Aldermen.

CITY OF ST. LOUIS

COUNTY & MUNICIPAL EMPLOYEES,

BY: \_\_\_\_\_  
Director of Personnel

AMERICAN FEDERATION OF STATE,

AFL-CIO

BY: \_\_\_\_\_

SECTION TWO: This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and shall become effective immediately upon its passage and approval by the Mayor.

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
03/13/92	03/13/92	PE		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
03/27/92			03/31/92	04/03/92
ORDINANCE	VETOED		VETO OVR	
62550				